



Master the Mountain Group Application 2016/2017

Group: _____

First Name: _____ Last Name: _____ Birth Date: _____ Sex: _____

Club Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: (_____) _____ Email Address: _____

Emergency Contact Name: _____ Phone: (_____) _____ Relationship: _____

Optional Products are listed below:

Club Card – One use per week between Sunday-Friday AM

All Ages; Includes one group lesson for first 5 visits
1. Non-Rental (lift and lessons) \$139.00

Club Card – One use per week between Friday PM- Saturday AM

2. Non Rental (lift and lessons) \$159.00

Add Seasonal Rental \$64.35

ANYTIME PASS – Valid every day, every session

1. Adult (age 13 – 69) \$319

2. Junior (age 5-12) \$219

Add Lessons only \$80.00 (\$85.00 during Friday PM-Saturday AM)

Add Seasonal Combo Rental and Lessons \$144.35

OPTIONAL ADD ONS

- 1. Refund Option (Season Pass only) \$10
- 2. Mad Money Debit Funds *(enter desired amount)*

Refund Option Policy Terms & Conditions: Purchasing the Refund Option allows Pass Holders the ability to receive a partial monetary refund when approved through the regular refund policy. Approved refund requests for Passes not including the Refund Option will be issued in resort credit only.

The Refund Option must be purchased concurrently with the 2016/2017 Seasonal Pass. The Refund Option commences with the purchase of a 2016/2017 Season Pass and selection of the Refundable Pass Option. The Refund Option price is non-refundable under any circumstances. All refunds are subject to Mad River Mountain's discretion and approval.

Regular Refunds and Cancellations: Subject to the refund calculation, Mad River Mountain will refund the Seasonal Member based on the following conditions:

- Injury/sickness of a Pass Holder preventing his/her participation in skiing/riding. Reason for request must be documented by a licensed Doctor of Medicine.
- Relocation by current employer or job change to new employer requiring Pass Holder to change his/her residence outside a reasonably accessible radius of Mad River Mountain or related Peak Resorts area. Reason for request must include notice of change on company letterhead including new location and employee start date.
- Relocation or deployment by US Military that would disable Pass Holder to utilize season pass. Reason for request must be documented including dates of relocation or deployment on US Government document.

Terms & Conditions of Refunds:

- Notification of non-participation must be received by Mad River Mountain within 14 days of injury or relocation. Refund requests will not be accepted after March 31, 2017.
- If a parent, spouse (legal or common-law) or child under 18 years of age of a Pass Holder who qualifies for a refund also selected the Refund Option and chooses to cease participation, he/she is entitled to a refund.
- All refunds are final. All Season Pass refunds will be pro-rated based on the number of times a Season Pass has been used to obtain a lift ticket multiplied by the regular prime day lift ticket rate.
- In the event a Season Pass has not been validated prior to injury or relocation, the percentage of credit is 50% up to 30 days of operation into the ski season and 0% after 30 days of operation. No non-use credit requests will be processed after 45 days of operation.

Refunds will be issued in monetary credit to the same method of payment used to purchase the pass if a Refund Option was purchased in conjunction with the Season Pass. Refunds will be issued in resort credit if not Refund Option was purchase. All refunds will be less a \$25 processing fee. Refund requests must be accompanied by the original Season Pass, the above listed required documentation, and the original form of payment.

SIGNATURE REQUIRED ON BACK OF THIS FORM

MAD RIVER MOUNTAIN SEASON PASS RELEASE OF LIABILITY & PURCHASE CONDITIONS

Mad River Mountain, PO Box 22, Bellefontaine, OH 43311 800-231-SNOW (7669) 937-599-1015 www.SkiMadRiver.com

Release of Liability: I understand, for myself and/or my child, and am aware that the sports of skiing, snowboarding, skiboarding and other similar sports (collectively "RECREATIONAL SNOW SPORTS") are HAZARDOUS activities that have many inherent dangers and risks. I realize that injuries are a common and ordinary occurrence of these activities. I agree to for myself and/or my child, to **RELEASE from liability, forever discharge, indemnify, defend, and hold harmless** Mad River Mountain, Inc., Peak Resorts, Inc. and their owners, officers, directors, volunteers, employees, affiliates, agents and assigns, (collectively as "RELEASEES") from any and all loss or damage to myself or to my child or my or my child's property resulting from the RELEASEES' **NEGLIGENCE**.

I understand that the RELEASEES are not responsible for the consequences of their own **NEGLIGENCE**, that is, their failure to use reasonable care. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death as a condition of being allowed to use the ski area facility and premises.

Rental Equipment Terms and Conditions:

I, for myself and/or my child, accept the equipment furnished under this agreement for use 'as is' and accept full responsibility for its care while in my possession. I, for myself and/or my child, will be responsible for the replacement, at full retail value of any equipment rented from Mad River Mountain, Inc. under this agreement, which is not returned.

I, for myself and/or my child, agree to reimburse and hold harmless Mad River Mountain, Inc. for any loss or damage of any kind, other than reasonable wear and tear, which results from the use of this equipment. I, for myself and/or my child, agree to return all rental equipment by the agreed time, in clean condition, to avoid any additional charges. I, for myself and/or my child, accept and clearly understand that there are inherent and other risks involved in the sport of skiing or snowboarding, for which this equipment is to be used; that injuries are a common and ordinary occurrence of this sport, and I freely assume those risks.

I, for myself and/or my child, understand that the ski-boot binding system which I have rented will not release at all times nor under all circumstances, nor is it therefore no guarantee to predict every situation in which it will release, and it is therefore no guarantee of my safety.

I, for myself and/or my child, therefore agree to **RELEASE** Mad River Mountain, Inc. and its owners, agents, and employees from any and all liability for damage and injury to myself or to any person or property resulting from **NEGLIGENCE**, the selection, adjustment, and use of this equipment, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.

I, for myself and/or my child, have made no misrepresentation to Mad River Mountain, Inc. in regard to my height, weight, age, or skiing ability. Upon each issuance of equipment, I will verify that the visual indicators on my bindings correspond to the settings as shown on the ski program card.

I, for myself and/or my child, agree to make certain I understand all instructions on the use of my rental equipment and function of my equipment before using said equipment.

Assumption of Risk: The purchaser and user of this program assumes and understands that Recreational Snow Sports are a hazardous sport and that bare spots, variations in snow, ice, and terrain along with bumps, moguls, stumps, forest growth, debris, rocks and many other hazards or obstacles exist within the ski area. In using the ticket and skiing in the area, such dangers are recognized and accepted whether they are marked or unmarked. The skier realizes that falls and collisions do occur and may result and therefore assumes the burden of skiing under control at all times.

RFID passes will be created in Fall 2016 and utilized for the 2016/2017 SEASON as DIRECT TO LIFT PASSES. If someone other than the Pass Holder brings the Season Pass to the ticket window or utilizes in a lift line it will be assumed as fraudulent use and will be confiscated with no refunds or concessions available to the named pass holder.

I, the undersigned, have read and understand the terms of the Seasonal Pass/Purchase Conditions agreement as found on the four pages of this Pass Application.

Participants Signature: _____

Date: _____

Printed Name: _____

Parent Signature if under 18: _____

Date: _____

Parent Printed Name: _____

MAD RIVER MOUNTAIN SEASON PASS GENERAL INFORMATION & PURCHASE CONDITIONS

Mad River Mountain, PO Box 22, Bellefontaine, OH 43311 800-231-SNOW (7669) 937-599-1015 www.SkiMadRiver.com

Photos and ID Cards

Photos are required for Season Pass Membership Cards. We accept current headshot pictures by mail, e-mail (info@skimadriver.com) in either a JPEG or bitmap format, or in person in the Guest Services Office on the first floor of the Administrative Building. If you are renewing a pass and your picture is still a current likeness, we can reuse your picture with your permission. Children under the age of 18 must submit a new photo each season.

Program Policies

Membership passes cannot be resold. Reselling or allowing another person to use your Pass constitutes theft of services from Mad River Mountain. Mad River Mountain is not responsible for lost or stolen Seasonal Membership Passes (cards) or Lift Tickets and may void a ticket for inappropriate conduct by the holder. Check out "Your Responsibility Code." The holder of the Pass is subject to all rules and regulations in effect at Mad River Mountain. The holder is not entitled to any special privileges or exceptions and must obey all rules. Mad River Mountain assumes no responsibility for unauthorized use of holder's Pass/membership card. Mad River has sole discretion and final say in honoring any special programs or offers. Prices are subject to change at any time. **Program changes, if approved by management are subject to a \$25 Administrative fee if a reprint of the Season Pass is required.**

Equipment Information

If you decide to bring your own ski or snowboard equipment, it must have metal edges and proper run-away devices for safety reasons. If you are not sure if your equipment complies with current industry standards, we recommend having your equipment looked at by a trained professional. Our Ski Patrol or your favorite local ski shop would be the place to go for this. Discount department store "toy" snowboards, sleds, snow decks or snow skates or similar products of this kind are not permitted.

First Aid

Patrollers are on duty to assist you, at no charge. Your safety and first aid is their primary concern. All injuries must be reported. For more information, check out <http://www.SkiMadRiver.com>

Personal Property

You are responsible for your own equipment and personal belongings. Mad River Mountain is not responsible for lost or stolen property or equipment. Coin operated checking devices and lockers are available. In the event of loss or theft of this Pass, holder must notify the Mad River Mountain. **There will be a charge of \$25.00 if this Pass is lost or stolen and holder wishes to replace it.**

Be Aware. Ski with Care. The use of helmets or wrist guards may reduce the risk of injury. Whether or not to wear a helmet or other safety devices is a personal choice. Make sure to check into all available options. You are advised to familiarize yourself with the content of the Responsibility Code so as to become more aware of the elements of risk involved in the sport of skiing. The Code is available on www.SkiMadRiver.com, at the Resort, and on third party websites. Violations of Your Responsibility Code, and Mad River Mountain rules, ordinances and/or guidelines may result in criminal prosecution, civil liability and/or loss of lift privileges without compensation or refund. Applicant acknowledges that skiing is subject to a skiing contract, which releases Mad River Mountain for injury to person or property. Members must obey all posted signs.

Member Assumption of Risks

- I agree and understand that the use of this Pass is a purely voluntary and that if I am not willing to acknowledge the risks, I should not purchase or use this pass.
- I agree and understand that the staff or management reserves the right to revoke my pass, without refund, at their discretion for any of the following reasons: misconduct, abuse of privileges, violation of the rules, or any other reason they deem necessary. Management reserves the right and has the obligation to enforce the Rules of the Slopes, as well as Ohio Safety in Skiing Law and Ohio Liquor Laws.
- I agree to follow all Responsibility Code rules, and I understand skiing is a hazardous sport, and has many inherent and other risks. I understand that ice, variations in terrain, moguls, rocks, forest growth, and debris, lift towers, snowmaking equipment and other natural and man-made obstacles and hazards, including other skiers, exist throughout the area. I am aware that snowmaking, snow grooming, maintenance and other activities may be in the process at any time, and I agree to stay clear of this equipment.
- I agree to ski in control at all times.
- I agree to accept full responsibility for any and all injuries or property damage and I agree to make no claim against the ski area or any of its owners or employees for any injury or harm to me regardless of cause.
- I agree that any use of this season program or facility confirms absolutely my agreement to be bound by all these terms, and others posted, whether I obtained this season program myself or if it was provided to me by someone else.

- I agree that any claim which I may at any time bring for any reason against Mad River Mountain, Inc. or any of its agents, officers, directors, owners, servants, and employees or any disputes arising out of its purchase and use of this season program, or the use of the Mad River Mountain, Inc. facilities, shall be submitted to the jurisdiction of the State or Federal Court in the State of Ohio, and that no claim or action shall be brought in any other jurisdiction.